

Panaji, 16th April, 2009 (Chaitra 26, 1931)

SERIES II No. 3



# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

*Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 2 dated 9-4-2009, as follows:-*

- 1) Extraordinary dated 13-4-2009 from pages 53 to 54 regarding Notifications from Department of Elections (Office of the Chief Electoral Officer).
- 2) Extraordinary (No. 2) dated 15-4-2009 from pages 55 to 58 regarding orders from Department of Home (Home—General Division).

### GOVERNMENT OF GOA

#### Department of Agriculture

##### Directorate of Agriculture

#### Order

No. 8/60/2009/D.Agr/51

- Read: 1) Order No. 8/60/2007-08/D.Agr/261 dated 5-11-2007.
- 2) Order No. 8/60/2007-08/D.Agr/262 dated 5-11-2007.

Approval of the Government is hereby conveyed for continuation of ad hoc promotion to the following Assistant Director of Agriculture, Group 'B' Gazetted in the pay scale of Rs. 9,300-34,800+Rs. 4,200 Grade Pay and Agriculture Officer, Group 'B' Gazetted in the pay scale of Rs. 9,300-34,800+Rs. 4,200 Grade Pay of the Directorate of Agriculture for a further period of six months as mentioned below against their names or till the post is filled on regular basis whichever is earlier on the same terms and conditions as indicated in the above stated order.

Sr. No.	Name & designation of the Officer	Date of extension
1	2	3
1	Shri Madhav Kelkar, Asstt. Director of Agriculture	5-11-2008 to 4-05-2009
2	Shri Nevil Alphonso, Asstt. Director of Agriculture	5-11-2008 to 4-05-2009
3	Shri Dattaprasad Dessai, Asstt. Agriculture Officer	5-11-2008 to 4-05-2009

1	2	3
4	Shri Anil A. de Noronha, Asstt. Agriculture Officer	5-11-2008 to 4-05-2009
5	Shri Shivram B. Naik Gaonkar, Asstt. Agriculture Officer	5-11-2008 to 4-05-2009

This is issued with due concurrence of the Goa Public Service Commission vide their letter dated COM/II/11/ /2(3)/92-06/543 dated 3-4-2009.

By order and in the name of the Governor of Goa.

*S. S. P. Tendulkar*, Director of Agriculture & ex officio Joint Secretary.

Tonca-Caranzalem, 6th April, 2009.

### Department of Co-operation

#### Office of the Asstt. Registrar of Co-operative Societies

#### Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Kamat Pearl Co-op. Housing Society Ltd., Santarxette, Aldona, Bardez-Goa has been registered under code symbol No. HSG-(b)-301/NZ/Goa.

*V. B. Devidas*, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 2nd February, 2009.

#### Certificate of Registration

Kamat Pearl Co-op. Housing Society Ltd., Santarxette, Aldona, Bardez-Goa, has been registered on 2-2-2009 and it bears registration code symbol No. HSG-(b)-301/ /NZ/Goa. It is classified as "Housing Society" in terms of Rule 8 (1)(7) and sub-classified as "Co-partnership Housing Society" under sub-rule 7 (b) of Rule 8 (1) of the Goa Co-operative Societies Rules, 2003.

*V. B. Devidas*, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 2nd February, 2009.

**Notification**

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Grameen Vikas Labour Co-op. Society Ltd., C/o Rekha Damodar Mandrekar, House No. 16/1, Ambegal, Pale, Goa has been registered under code symbol No. PRD-(b)-8/NZ/Goa.

*V.B. Devidas*, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 5th February, 2009.

**Certificate of Registration**

Grameen Vikas Labour Co-op. Society Ltd., C/o Rekha Damodar Mandrekar, House No. 16/1, Ambegal, Pale, Goa has been registered on 5-02-2009 and it bears registration code symbol No. PRD-(b)-8/NZ/Goa. It is classified as "Producers' Society" in terms of Rule 8 (1) (9) and sub-classified as "Labourers' Industrial Society" under sub-rule 9 (b) of Rule 8 (1) of the Goa Co-operative Societies Rules, 2003.

*V.B. Devidas*, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 5th February, 2009.

**Notification**

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Parra Tower Co-op. Housing Society Ltd., Parra, Bardez-Goa has been registered under code symbol No. HSG-(b)-302/NZ/Goa.

*V.B. Devidas*, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 19th February, 2009.

**Certificate of Registration**

Parra Tower Co-op. Housing Society Ltd., Parra, Bardez-Goa has been registered on 19-02-2009 and it bears registration code symbol No. HSG-(b)-302/NZ/Goa. It is classified as "Housing Society" in terms of Rule 8 (1) (7) and sub-classified as "Co-partnership Housing Society" under sub-rule 7 (b) of Rule 8 (1) of the Goa Co-operative Societies Rules, 2003.

*V.B. Devidas*, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 19th February, 2009.

**Notification**

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Accountant General Employees' Co-op. Credit Society Ltd., Audit Bhavan, Green Valley, Alto-Parvorim,

Bardez-Goa has been registered under code symbol No. RES-(a)-78/NZ/Goa.

*V.B. Devidas*, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 19th February, 2009.

**Certificate of Registration**

Accountant General Employees' Co-op. Credit Society Ltd., Audit Bhavan, Green Valley, Alto-Parvorim, Bardez-Goa has been registered on 19-02-2009 and it bears registration code symbol No. RES-(a)-78/NZ/Goa. It is classified as "Resource Society" in terms of Rule 8 (1) (10) and sub-classified as "Credit Resource Society" under sub-rule 10 (a) of Rule 8 (1) of the Goa Co-operative Societies Rules, 2003.

*V.B. Devidas*, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 19th February, 2009.

**Notification**

No. 5-1211-2009/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-op. Societies Act, 2001, "The Susheela Grande Co-operative Housing Society Limited," Opposite Hotel Vasco, Vaddem, Vasco-da-Gama, Goa is registered under code symbol No. HSG-(b)-708/South Goa/2009.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 23rd February, 2009.

**Certificate of Registration**

"The Susheela Grande Co-operative Housing Society Limited," Opposite Hotel Vasco, Vaddem, Vasco-da-Gama, Goa has been registered on 23-2-2009 and it bears registration code symbol No. HSG-(b)-708/South Goa/2009 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 23rd February, 2009.

**Notification**

No. 5-1210-2009/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Diwan Ghar Co-operative Housing Society Limited," Behind Mercedes School, Mercedes Vaddem, Vasco-da-Gama,

Goa is registered under code symbol No. HSG-(b)-709/  
/South Goa/2009.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies  
(South Zone).

Margao, 23rd February, 2009.

#### Certificate of Registration

"The Diwan Ghar Co-operative Housing Society Limited," Behind Mercedes School, Mercedes Vaddem, Vasco-da-Gama, Goa has been registered on 23-2-2009 and it bears registration code symbol No. HSG-(b)-709/  
/South Goa/2009 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies  
(South Zone).

Margao, 23rd February, 2009.

#### Notification

No. 5-1212-2009/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Rogtao Plaza Co-operative Housing Society Limited," Opposite Electricity Department, Aquem Alto, Margao-Goa is registered under code symbol No. HSG-(b)-711/South Goa/2009.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies  
(South Zone).

Margao, 2nd March, 2009.

#### Certificate of Registration

"The Rogtao Plaza Co-operative Housing Society Limited," Opposite Electricity Department, Aquem Alto, Margao-Goa has been registered on 2-3-2009 and it bears registration code symbol No. HSG-(b)-711/South Goa/  
/2009 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies  
(South Zone).

Margao, 2nd March, 2009.

#### Notification

No. 5-1213-2009/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Furtado Plaza Co-operative Housing Society Limited," Opposite Varca Sports Club Complex, Main

Road, Varca, Salcete-Goa is registered under code symbol No. HSG-(b)-710/South Goa/2009.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies  
(South Zone).

Margao, 2nd March, 2009.

#### Certificate of Registration

"The Furtado Plaza Co-operative Housing Society Limited," Opposite Varca Sports Club Complex, Main Road, Varca, Salcete-Goa has been registered on 2-3-2009 and it bears registration code symbol No. HSG-(b)-710/South Goa/2009 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies  
(South Zone).

Margao, 2nd March, 2009.

#### Notification

No. 5-1214-2009/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Maria Rita Co-operative Housing Society Limited," Desso Naik Wado, Orlim, Salcete-Goa is registered under code symbol No. HSG-(b)-712/South Goa/2009.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies  
(South Zone).

Margao, 13th March, 2009.

#### Certificate of Registration

"The Maria Rita Co-operative Housing Society Limited," Desso Naik Wado, Orlim, Salcete-Goa has been registered on 13-3-2009 and it bears registration code symbol No. HSG-(b)-712/South Goa/2009 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies  
(South Zone).

Margao, 13th March, 2009.

#### Department of Labour

#### Order

No. 28/5/2009-LAB/378

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Sesa Industries Limited, Pig Iron Plant, Amona, Goa and its workman, Shri Ananda S.

Pawar in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

#### SCHEDULE

- (1) Whether the action of the management of M/s. Sesa Industries Limited, Pig Iron Plant, Amona, Goa in terminating the services of its workman, Shri Ananda S. Pawar, with effect from 30-09-2006, is legal and justified?

- (2) If not, to what relief the workman are entitled?

By order and in the name of the Governor of Goa.

**B. S. Kudalkar**, Under Secretary (Labour).

Parvorim, 1st April, 2009.

#### Order

No. 28/2/2009-LAB/373

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. First Flight Couriers Limited, Panaji-Goa and its workperson, Ms. Gangubai S. Mane in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

#### SCHEDULE

- "(1) Whether the action of the management of M/s. First Flight Couriers Limited, Panaji in terminating the services of Ms. Gangubai S. Mane, Data Entry Operator with effect from 11-02-2008, is legal and justified?

- (2) If not, to what relief the workperson is entitled?"

By order and in the name of the Governor of Goa.

**B. S. Kudalkar**, Under Secretary (Labour).

Parvorim, 1st April, 2009.

#### Notification

No. 28/1/2009-LAB/318

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 04-02-2009 in reference No. IT/47/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

**B. S. Kudalkar**, Under Secretary (Labour).

Parvorim, 17th March, 2009.

#### IN THE LABOUR COURT-II GOVERNMENT OF GOA AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble Presiding Officer)

Case No. Ref. IT/47/07

Smt. Hilda de Costa,  
A/1, 5-3,

Vijaynagar Housing Co-op. Society,  
Opp. Shirodkar Petrol Pump,  
Corlim-Goa.

... Workman/Party I

V/s

M/s. Industrial Conservancy Contractor,  
Opp. J. B. Stores,  
Mala,  
Panaji-Goa.

... Employer/Party II

Party I/Workman is represented by Shri Subhash Naik.

Party II/Employer is represented by Adv.P. Chawdikar.

Panaji, dated: 04-02-2009.

#### A WARD

1. In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa by order dated 11-09-2007 bearing No. 28/32/2007-LAB/833 referred the following dispute for adjudication to the Industrial Tribunal of Goa, Panaji-Goa.

- "(1) Whether the action of the Management of M/s. Industrial Conservancy Contractor, Mala, Panaji-Goa in terminating the services of Smt. Hilda de Costa, Clerk, with effect from 14-07-2005 is legal and justified?

- 2) If not, to what relief the workman is entitled?"

2. On receipt of a reference, a case was registered under No. IT/5/08 and registered A/D notice was issued to parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (for short "workman") filed her statement of claim at Exhibit 8. The facts of the case in brief as pleaded by the workman

are that she was employed with the Employer/Party II (for short "Employer") as a clerk since 1st February, 1983. She stated that the employer provides cleaning service to various factories, banks, establishment, etc. and having its offices near ferry wharf at Panaji as well as at Mala, Panaji-Goa. She contended that at the time of her joining, she was paid Rs. 250/- per month as salary. She stated that at the time of her termination, her monthly wages was Rs. 4,500/- and that no provident fund was being deducted and since then she was working with the Employer as Clerk. She stated that somewhere in the year 1996, the employer changed its name from M/s. Jet Cleaners to M/s. Industrial Conservancy Contractors. She stated that the employer started deducting her provident fund from the year 1994 and credited the same to the Provident Fund office till the date of her termination from service. She contended that alongwith her, there was another Clerk working with the employer by name Smt. Swarupa Vengurlekar. She stated that her services came to be terminated by the employer orally on 14-07-2005 and that no written termination was issued to her. She stated that she had gone for work as usual on that day, which is on 14-07-2005, however, the employer told her that her services are no longer required and hence the same is terminated. She contended that she was paid wages for the day for which she worked for the month of July, 2005 and told her that she need not come for work thereafter. She contended that at the time of termination of her services, she was not given one month's notice, nor paid retrenchment compensation gratuity, no seniority list was prepared and has violated the mandatory provisions of Sections 25-F and 25-G of the Industrial Disputes Act, 1947. She stated that aggrieved by the decision of the employer to terminate her service, she wrote a letter to the employer demanding reinstatement in service with full back wages and continuity of service as her termination was illegal and unjustified. She contended that as the employer did not comply with the demand, she approached the office of the Labour Commissioner at Panaji for conciliation. She stated that the Labour Commissioner admitted the dispute in conciliation and made efforts to resolve the dispute amicably, however the conciliation ended in failure since the employer failed to pay the promised amount of Rs. 80,000/-. He contended that she is unemployed since the date of her termination. She therefore prayed that she be reinstated in service with full back wages and continuity of service with costs.

3. Thereafter a case was fixed for filing written statement of the employer. The employer filed written statement at Exhibit 12. The employer by way of preliminary objections stated that she is proprietary concern and not an "industry" as defined under Section 2 (j) of the Industrial Disputes Act, 1947 and therefore this Hon'ble Tribunal has no jurisdiction to entertain the matter. The employer also stated that the Party I is not a 'workman' as defined under Section 2(s) of the Industrial Disputes Act and that the claim of the Party I is not an "Industrial Dispute" as defined under Section 2 (k) of the Industrial Dispute Act. The Employer

stated that she had engaged contract labourers to undertake certain work such as cleaning etc. for some companies in past and there were few persons used to assist the proprietor in his work. The employer stated that the business concern was closed down somewhere in July, 2005 completely due to huge losses. The employer stated that the workman was engaged intermittently for work of clerical nature such as preparing salary slips and for disbursing the salary to the labourers employed by him on the contract basis at the relevant time. The employer stated that the workman also used to look after E.S.I. and Provident Fund records. The employer stated that the workman used to attend their office for three to four days in a month at her will and used to carry out her duties as stated above for which the employer used to pay reasonable amount to the workman depending on the work carried out by the workman. The employer stated that the workman herself used to prepare the salary slips and used to look after Provident Fund and E.S.I. records and was in possession of all the records. The employer contended that he was most of the time unable to check the said records maintained by the workman as he has to look after outdoor activities at the relevant time and he therefore was not aware whether any Provident Fund was being deducted or not with respect to workman or any salary slip was issued to her at any point of time. The employer stated that he informed the workman as well as Ms. Vengurlekar well in advance that the establishment shall be closed from July, 2005 on account of heavy losses and he will be unable to provide them any work on account of closure. The employer stated that he paid all the dues payable to the workman at the time of closure. The employer stated that the demands of the workman were baseless and that he tried to settle the matter by paying some monetary compensation on the humanitarian grounds before the Conciliation Officer, however, due to adamant attitude of the workman, the settlement could not be arrived before the Asstt. Labour Commissioner. The employer submitted that the workman is gainfully employed in foreign country, however, denied that the services of the workman has been unceremoniously terminated without complying with the mandatory provisions of law applicable to her. The employer finally submitted that the workman is not entitled to any reliefs as prayed for and prayed that the reference be rejected. Thereafter the workman filed rejoinder at Exhibit 13 controverting the pleadings of the employer on 29-07-2008. The Id. representatives appearing for the respective parties orally submits that they are trying to settle the matter amicably between the parties and hence case was adjourned for amicable settlement.

Accordingly on 30-01-2009, both the parties alongwith their respective representative remained present and filed a joint application dated 30-01-2009 duly signed by both parties alongwith their respective representatives at Exhibit 14 and submitted that the parties have settled the matter amicably and prayed that no dispute award be passed. I have perused the said application dated 30-01-2009 at Exhibit 14 and

is of the opinion that the terms of settlement are definitely beneficial to the workman. Since the dispute between the workman and the employer has been amicably settled in terms of the Settlement dated 30-01-2009 the dispute does not exist and the reference does not survive.

In the circumstances, I pass the following order:

## ORDER

It is hereby held that the reference does not survive as the dispute between the workman, Smt. Hilda de Costa and the Management of M/s. Industrial Conservancy, Contractors, Mala, Panaji-Goa does not exist in view of the settlement dated 30-01-2009.

No order as to costs.

Inform the Government accordingly.

Sd/-

(Suresh N. Narulkar),  
Presiding Officer,  
Labour Court-II.

## Notification

No. 28/1/2009-LAB/318

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 13-01-2009 in reference No. IT/91/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*B. S. Kudalkar*, Under Secretary (Labour).

Porvorim, 17th March, 2009.

IN THE LABOUR COURT-II  
GOVERNMENT OF GOA  
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble Presiding Officer)

Case No. Ref. IT/91/07

Shri Somnath Naik,  
rep. by Goa Trade & Commercial  
Workers' Union,  
Velho's Bldg., 2nd Floor,  
Near Municipal Garden,  
Panaji-Goa.

... Workman/Party I

V/s

M/s. 21st Century Wire Rods Ltd.,  
Madkai Industrial Estate,  
Marcaim-Goa.

... Employer/Party II

Party I/Workman is represented by Adv. Suhas Naik.

Party II/Employer is represented by Adv. P. Chawdikar.

Panaji, dated: 13-01-2009.

## A WARD

1. In exercise of the powers conferred by Section 10 (1)(C) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa by order dated 09-02-2007 bearing No. 28/53/2006-LAB/154 referred the following dispute for adjudication to the Labour Court-II of Goa, Panaji-Goa.

## SCHEDULE

"(1) Whether the demand raised by Shri Somnath Naik, driver, who is represented by the Goa Trade & Commercial Workers' Union with M/s. 21st Century Wire Rods Limited, Madkai-Goa for payment of full wages for the intervening period from 06-10-2004 to 14-10-2005 is legal and justified?

2) If not, to what relief the workman is entitled?"

2. On receipt of the reference, a case was registered under No. IT/91/07 and registered A/D notices were issued to the parties. In pursuance of the said notices, the parties put in their appearance. The Workman/Party I (for short "workmen") filed his statement of claim at Exhibit 6. Facts of the case in brief as pleaded by the workman is that he was employed as a "Driver" with the Employer/Party II (for short "Employer") in its factory at Madkai Industrial Estate, Marcaim-Goa. He stated that the workman was refused employment by the employer orally without assigning any justified reasons of whatsoever nature from 06-10-2004 onwards and therefore he raised an industrial dispute before the Assistant Labour Commissioner, Ponda-Goa. He stated that the employer had filed reply in the conciliation proceedings on 14-10-2005 stating that the workman was employed with him since April, 2003 and that he remained absent from work and that he may resume for work. Accordingly he resumed for his duties by informing the Assistant Labour Commissioner, Ponda-Goa from 15-10-2005. He stated that although he was allowed to resume for duty with effect from 15-10-2005, the employer has failed to pay his wage for intervening period from 06-04-2004 to 14-10-2005 which he is entitled. He submitted that withholding of his salary for the period of 06-10-2004 to 14-10-2005 is illegal, unjustified and bad in law. He submitted that the last drawn salary of the workman was Rs. 3,000/- per month, besides the daily Bhatta charges of Rs. 50/- per day. He therefore prayed that the action of the Employer/Party II in refusing the employment of the workman for a period from 06-10-2004 to 14-10-2005 be held illegal, unjustified and bad in law and the workman be paid full wages for the aforesaid period alongwith all other consequential relief.

3. Thereafter the case was fixed for filing written statement of the Employer/Party II. The Id. Adv. P. Chawdikar appearing for the employer initially sought time for filing written statement, however subsequently submitted that he is trying to settle the matter between the parties amicably.

4. On 13-01-2009, the Id. Advocates appearing for both parties alongwith respective parties appeared and filed a joint application duly signed by them at Exhibit 9. The Id. Advocates appearing for the respective parties submitted that they have settled the matter amicably on the terms and conditions mentioned in the said joint letter dated 13-01-2009 at Exhibit 9 and prayed that no dispute award be passed.

5. I have carefully gone through the said joint application dated 13-01-2009 at Exhibit 9 filed by the parties hereto and I am satisfied that the terms of settlement are definitely in the interest of the workman. It will also help in restoring the peaceful and harmonious industrial relations, hence, I accept the submissions made by the Id. Advocates for the respective parties and pass no dispute award in terms of settlement dated 13-01-2009 at Exhibit 9. With this I proceed to pass the following Order.

## ORDER

1. The dispute as to whether the demand raised by Shri Somnath Naik, driver, who is represented by the Goa Trade & Commercial Workers' Union with M/s. 21st Century Wire Rods Limited, Madkai-Goa, for payment of full wages for the intervening period from 06-10-2004 to 14-10-2005 is legal and justified, does not survive.
2. The dispute as to if not to what relief the workman is entitled, also does not survive.
3. No order as to costs.
4. The award be submitted to the Government of Goa as per the provisions contained under Section 15 of the Industrial Disputes Act, 1947.

Sd/-

(Suresh N. Nanulkar),  
Presiding Officer,  
Labour Court-II.

## Notification

No. 28/1/2009-IAB/318

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 24-02-2009 in reference No. IT/52/03 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 17th March, 2009.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT-I AT PANAJI

(Before Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/52/03

1. Shri Surendra Tivrekhar,
2. Shri Subhash Naik,

C/o Suhas Naik,  
Velho Bldg.,  
Opp. Municipal Garden,  
Panaji.

..... Workmen/Party I

V/s

M/s. Sandu Pharmaceuticals Ltd.,  
Plot Nos. 25, 26, 29 and 30,  
Pileme Industrial Estate,  
Marra, Pileme,  
Bardez, Goa.

..... Employer/Party II

Workmen/Party I is represented by Adv. Suhas Naik.

Employer/Party II is represented by Adv. M. S. Bhandokar.

## A WARD PART II

(Passed on this 24th day of February, 2009)

By order dated 16-7-2003, the Government of Goa in exercise of powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication of this Tribunal.

"(1) Whether the action of the management of M/s. Sandu Pharmaceuticals Ltd., Pileme, Bardez, Goa in refusing employment to Shri Surendra Tivrekhar, Process Worker, with effect from 31-7-2002 is legal and justified?

(b) If not, what relief the workman is entitled to?

(2) Whether the resignation dated 31-7-2002 of Shri Subhash Naik, Process Worker was obtained by the management of M/s. Sandu Pharmaceuticals Ltd., Pileme, Bardez, Goa, under duress or was it a voluntary act of the workman.

(b) If any event, what relief the workman is entitled to?"

2. On receipt of the reference notices were issued to the parties. The Party I has filed claim statement at Exb. 4. The Party II has filed its written statement at Exb. 5 and the rejoinder is at Exb. 6. The case of the Party I is that the workmen Shri Surendra Tivrekhar and Subhash Naik were employed as Process Workers. It is stated that on 30-7-02, the Asstt. Manager of the Party II informed the workman, Shri Surendra Tivrekhar and that his services were no longer required and told him not to report for work on 31-7-02. The Party I has stated that no reasons were disclosed for refusing employment to Shri Surendra Tivrekhar. It is stated that the refusal of employment to Surendra Tivrekhar is illegal, unjustified and bad in law.

3. The Party I has stated that they had raised an industrial dispute before the Asstt. Labour Commissioner and during the conciliation proceedings the representative of the Party II orally informed the workmen to report for work on 7-10-2002. It is stated that the workman, Shri Surendra Tivrekhar had reported for duties on 7-10-02 but was not allowed to resume duties even though he was made to sit at the security

gate for about one hour. Subsequently he was issued a letter on 7-10-2002 stating that he had committed misconduct. The workman, Shri Surendra Tivrekhar had denied the contents of the said letter. Subsequently the representative attended the conciliation proceedings and after seeking several adjournments on the ground of settlement, issued a chargesheet to Surendra Tivrekhar for several acts of misconduct. The Party I has stated that the said chargesheet was issued after the workman Surendra Tivrekhar had raised an Industrial Dispute in respect of illegal refusal of employment.

4. The Party I has further stated that at the time of appointment of workman, Shri Subhash Naik the Party II had obtained his signature on the undated resignation letter. The Party I had stated that the said Subhash Naik had not complained to any authority as he was in need of job. It is stated that on 30-7-02 the said Subhash Naik was asked not to report for duties. The Party I has claimed that it apprehends that the management has used the said resignation letter for refusing employment to Subhash Naik. It is stated that Subhash Naik had not submitted any resignation letter and that he had not resigned voluntarily. It is stated that the action of the management in obtaining resignation at the time of the appointment is void and that the Party I workman Subhash Naik cannot be refused employment on the basis of such resignation letter. The Party I has therefore sought reinstatement of both these workmen with consequential benefits.

5. The Party II has stated that on 27-7-02 the security personnel found one gunny bag in one of the empty buckets. The said gunny bag contained 3.5 kg cloves packed in plastic bags. The Party II suspected that some of its employees were involved in the theft and hence lodged a complaint at Porvorim Police Station. In the course of the investigation it was revealed that the persons named in the complaint were not involved in the theft. It is stated that workman, Shri Surendra Tivrekhar had admitted his guilt when Police Sub-Inspector Gajinkar had come to the factory premises for investigation/interrogation in the matter. Subsequently the Party II carried out the stock verification of raw material and it was found that there was a shortage of clove and cardamon worth Rs. 98,000/- and the Party II submitted another complaint on 31-7-02 giving names of suspected employees. Since then the workman, Shri Surendra Tivrekhar remained absent without permission. Vide letter dated 9-8-02 the workman, Shri Surendra Tivrekhar was called upon to give his explanation. It is stated that the said Surendra Tivrekhar did not report for work but raised a dispute before Asstt. Labour Commissioner. The Party II has stated that it has not refused employment to said Surendra Tivrekhar. It is stated that the said Surendra Tivrekhar has refused to resume duties. The workman, Shri Surendra Tivrekhar was served with chargesheet and an order of suspension dated 7-10-02 for several acts of serious misconducts. The Party II has stated that the Party I is not entitled for any reliefs since it has not refused employment to the said workman and that the said workman Surendra Tivrekhar had remained absent from duties without permission and explanation and had committed several acts of misconduct for which enquiry was scheduled.

6. The Party II had further denied that it had taken any letter of resignation from Subhash Naik at the time of appointment. It is stated that when the PSI Gajinkar had suspected that the said Subhash Naik was also involved in the incident of theft of cloves, in view of which said Subhash Naik had tendered resignation letter on 30-7-02. It is stated that the said resignation was accepted by the Party II and the said Subhash Naik was informed about the acceptance of the resignation letter vide letter dated 1-8-02. It is stated that since Subhash Naik had resigned voluntarily he is not entitled for any reliefs.

7. The following issues were framed:

- 1 Whether the workman, Shri Surendra Tivrekhar proves that the Party II refused employment to him w.e.f. 31-7-02?
- 2 Whether the workman, Shri Surendra Tivrekhar proves that refusal of employment to him by the Party II w.e.f. 31-7-02 is illegal and justified?
- 3 Whether the Party II proves that the workman, Shri Surendra Tivrekhar remained absent from work from 31-7-02 without permission or information?
- 4 Whether the workman, Shri Subhash Naik proves that the Party II obtained his resignation letter dated 31-7-02 under duress?
- 5 Whether the Party II proves that the workman, Shri Subhash Naik voluntarily resigned by letter dated 30-7-02 and his resignation was accepted by the Party II by letter dated 1-8-02?
- 6 Whether the workmen, Shri Surendra Tivrekhar and Shri Subhash Naik are entitled to any relief?
- 7 What Award?

8. The matter was fixed for evidence on 1-9-08. The workman Surendra Tivrekhar and representative of the Party II remained present before the Tribunal and stated that they have settled the matter amicably and filed consent terms at Exb. 13. The parties have prayed for drawing of the consent award as per the said terms. I have perused the terms filed by the workman, Shri Surendra Tivrekhar and the Party II. These terms are signed by the workman and the Party II/representatives. The said terms are acceptable to the parties and are in the interest of the workman, Shri Surendra Tivrekhar hence the terms at Exb. 13 are taken on record and the consent award is drawn as under.

#### ORDER

- 1 It is agreed between the parties that the Management of M/s. Sandu Pharmaceuticals Ltd., shall pay a sum of Rs. 90,000/- (Rupees Ninety thousand only) to Mr. Surendra Tivrekhar by cheque No. 617618 dated 30-8-08 drawn on Axis Bank Ltd., Mumbai Branch, payable at par at all branches in India and a sum of Rs. 22,000/- (Rupees Twenty two thousand only) to Mr. Subhash Naik by cheque No. 617619 dated 30-8-08 drawn on Axis Bank Ltd., Mumbai Branch,



payable at par at all branches in India, which shall include all their claims arising out of the present reference No. IT/52/03 and their employment/dismissal/resignation and termination. The above amount shall include all their claims including any claim of earned wages, bonus, gratuity, leave encashment, ex-gratia, etc. or any other claim which can be computed in terms of money.

- 2 It is agreed that Shri Surendra Tivrekhar and Shri Subhash Naik shall accept the said amount mentioned in the Clause (1) in full and final settlement of all their claims arising out of present reference No. IT/52/03 and in complete satisfaction of his employment/dismissal/termination and resignation, including any claim of earned wages bonus, leave encashment, ex-gratia etc. or any other claim which can be computed in terms of money and further confirm that they shall have no claim of whatsoever nature against the company including any claim of reinstatement or of re-employment.

Inform the Government accordingly.

Sd/-  
(A. Prabhudessai),  
Presiding Officer,  
Industrial Tribunal-  
cum-Labour Court-I.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT-I AT PANAJI

(Before Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/52/03

1. Shri Surendra Tivrekhar,
2. Shri Subhash Naik,  
C/o. Suhas Naik,  
Velho Bldg.,  
Opp. Municipal Garden  
Panaji.

... Workmen/Party I

V/s

M/s. Sandu Pharmaceuticals Ltd.,  
Plot Nos. 25, 26, 29 and 30,  
Pileme Industrial Estate,  
Marra, Pileme,  
Bardez, Goa.

... Employer/Party II

Workmen/Party I is represented by Adv. Suhas Naik.

Employer/Party II is represented by Adv. M. S. Bandodkar.

A WARD PART-II

(Passed on this 24th day of February, 2009)

By order dated 16-7-2003, the Government of Goa in exercise of powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication of this Tribunal.

- "(1) Whether the action of the management of M/s. Sandu Pharmaceuticals Ltd., Pileme, Bardez,

Goa in refusing employment to Shri Surendra Tivrekhar, Process Worker, with effect from 31-7-2002 is legal and justified?

(b) If not, what relief the workman is entitled to?

- (2) Whether the resignation dated 31-7-2002 of Shri Subhash Naik, Process Worker was obtained by the management of M/s. Sandu Pharmaceuticals Ltd., Pileme, Bardez, Goa, under duress or was it a voluntary act of the workman.

(b) If any event, what relief the workman is entitled to?"

2. On receipt of the reference notices were issued to the parties. The Party I has filed claim statement at Exb. 4. The Party II has filed its written statement at Exb. 5 and the rejoinder is at Exb. 6. The case of the Party I is that the workmen, Shri Surendra Tivrekhar and Subhash Naik were employed as Process Workers. It is stated that on 30-7-02 the Asstt. Manager of the Party II informed the workman, Shri Surendra Tivrekhar and that his services were no longer required and told him not to report for work on 31-7-02. The Party I has stated that no reasons were disclosed for refusing employment to Shri Surendra Tivrekhar. It is stated that the refusal of employment to Surendra Tivrekhar is illegal, unjustified and bad in law.

3. The Party I has stated that they had raised an industrial dispute before the Asstt. Labour Commissioner and during the conciliation proceedings the representative of the Party II orally informed the workman to report for work on 7-10-2002. It is stated that the workman, Shri Surendra Tivrekhar had reported for duties on 7-10-02 but was not allowed to resume duties even though he was made to sit at the security gate for about one hour. Subsequently he was issued a letter on 7-10-2002 stating that he had committed misconduct. The workman, Shri Surendra Tivrekhar had denied the contents of the said letter. The matter was pending before the Asstt. Labour Commissioner. Subsequently the representative attended the conciliation proceedings and after seeking several adjournments on the ground of settlement, issued a chargesheet to Surendra Tivrekhar for several acts of misconduct. The Party I has stated that the said chargesheet was issued after the workman Surendra Tivrekhar had raised an Industrial Dispute in respect of illegal refusal of employment.

4. The Party I has further stated that at the time of appointment of workman, Shri Subhash Naik the Party II had obtained his signature on the undated resignation letter. The Party I had stated that the said Subhash Naik had not complained to any authority as he was in need of job. It is stated that on 30-7-02 the said Subhash Naik was asked not to report for duties. The Party I has claimed that it apprehends that the management has used the said resignation letter for refusing employment to Subhash Naik. It is stated that Subhash Naik had not submitted any resignation letter and that he had not resigned voluntarily. It is stated that the action of the management in obtaining resignation at the time of the appointment is void and that the Party I workman Subhash Naik cannot be refused employment on the

basis of such resignation letter. The Party I has therefore sought reinstatement of both these workmen with consequential benefits.

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6. The Party II had further denied that it had taken any letter of resignation from Subhash Naik at the time of appointment. It is stated that when the PSI Gajinkar had suspected that the said Subhash Naik was also involved in the incident of theft of cloves, in view of which said Subhash Naik had tendered resignation letter on 30-7-02. It is stated that the said resignation was accepted by the Party II and the said Subhash Naik was informed about the acceptance of the resignation letter vide letter dated 1-8-02. It is stated that since Subhash Naik had resigned voluntarily he is not entitled for any reliefs.

7. The following issues were framed:

- 1 Whether the workman, Shri Surendra Tivrekhar proves that the Party II refused employment to him w.e.f. 31-7-02?
- 2 Whether the workman, Shri Surendra Tivrekhar proves that refusal of employment to him by the Party II w.e.f. 31-7-02 is illegal and unjustified?
- 3 Whether the Party II proves that the workman, Shri Surendra Tivrekhar remained absent from work from 31-7-02 without permission or information?
- 4 Whether the workman, Shri Subhash Naik proves that the Party II obtained his resignation letter dated 31-7-02 under duress?
- 5 Whether the Party II proves that the workman, Shri Subhash Naik voluntarily resigned by letter dated 30-7-02 and his resignation was accepted by the Party II by letter dated 1-8-02?
- 6 Whether the workmen, Shri Surendra Tivrekhar and Shri Subhash Naik are entitled to any relief?
- 7 What Award?

8. It may be mentioned here that the dispute between the workman, Surendra Tivrekhar and the Party II was settled in view of the consent terms at Exb. 13. Since the workman, Shri Subhash Naik had not signed the said terms the matter was posted for evidence. The records indicate that the said Subhash Naik has not appeared before the Tribunal and has not adduced evidence despite several opportunities given. Consequently the Party I has failed to prove the case there that the resignation of Shri Subhash Naik was obtained under duress and in the absence of such evidence the workman, Shri Subhash Naik is not entitled for any reliefs. Under the circumstances and in view of discussion supra I pass the following order.

#### ORDER

The workman, Shri Subhash Naik has not proved that his resignation letter dated 31-7-02 was obtained under duress and hence he is not entitled for any relief.

No order as to costs. Inform the Government accordingly.

Sd/-

(A. Prabhudessai),  
Presiding Officer,  
Industrial Tribunal-  
cum-Labour Court-I.